cision is in agreement with American decisions, but the true reason for such liability is that failure to observe a statutory provision constitutes *prima facie* liability. *Orcutt* v. *Ry. Co.*, 24 Pac. 661.

RAILROADS—PUBLIC HIGHWAY—EASEMENTS.—KOTZ V. ILLINOIS CENTRAL R. R. Co., 59 N. E. Rep. 240 (Ill.).—Plaintiff owned a lot on Sixtieth street, Chicago, adjoining the right of way of the defendant. Defendant, after building a surface road, elevated its tracks through Sixtieth street. *Held*, that a railroad is not a public highway in the sense that the adjoining owner has an easement of light, air, or view.

The case of *Keppel* v. *Bailey*, 1 Myl. & Kean 547, decided that a railroad, established and existing by virtue of a charter of incorporation, is a public highway. The above decision, however, denies those easements in a highway which usually belong to an adjoining owner. It shows a growing tendency to overlook small individual rights in favor of the public as a whole, or in favor of *quasi*-public organizations.

STATUTE OF FRAUDS—ASSIGNMENT OF CLAIMS—CONTRACTS.—STILLMAN V. DRESSER, 48 Atl. Rep. 1 (R. I.).—Where an assignee of claims for services agreed not to enforce the same against the debtor, but to have the amount determined, and to assign the claim to a third party on his promise to pay for the same, *held*, that the contract is an agreement to purchase a debt and not to answer for the debt of another, and is therefore outside of the fourth section of the Statute of Frauds.

This is an extremely close case, and the question involved is whether it is a promise to answer for the debt of another, or a distinct and independent promise of the promisor. The decision in this case follows a line of older precedents which are still followed in some jurisdictions. *Thornton* v. *Williams*, 71 Ala. 555; *Fears* v. *Story*, 131 Mass. 47; *Muller* v. *Riviere*, 59 Tex. 640. But in a large and increasing number of the United States, the promise is held to be collateral if the original liability remains. *Mitchell* v. *Griffin*, 58 Ind. 559; *Dows* v. *Swett*, 134 Mass. 140; *Reippe* v. *Peterson*, 35 N. W. (Mich.); *Ackley* v. *Parmenter*, 98 N. Y. 425.

STREET RAILROADS—CONSTRUCTION OF ROADS—CONSENT OF ABUTTING PROPERTY OWNERS—CONTRACTS—VALIDITY.—MONTCLAIR MILITARY ACADEMY V. NORTH JERSEY ST. RY. CO., 47 Atl. 890 (N. J.).—Under Acts 1894 (P. L. 1894 p. 374; 3 Gen. St. 3427), authorizing township authorities to grant the use of streets for railroad purposes, with consent of the owners of one-half of the abutting property, complainant avers that defendant, to obtain such consent, agreed to deliver to him certain bonds, and after obtaining the grants and constructing the road, refused to deliver said bonds. *Held*, contract not void as against public policy.

Contract is not void because it affects other parties or public interest. *Simpson* v. *Howden*, 9 Clark & F. 61, 10 Adol. & E. 793, and *Railway Co.* v. *Hawkes*, 5 H. L. Cas. 331. For contracts void as against public interest, see *Smith* v. *Applegate*, 23 N. J. Law 352, and *Brooks* v. *Cooper*, 50 N. J. Eq. 761.

TRADE NAME—REFEREE TO RECEIVE LETTERS.—DR. DAVID KENNEDY CORP. V. KENNEDY, 59 N. E. 133 (N. Y.).—A physician formed a corporation and sold to it all the personal property of his business in proprietary medicine, including the sole and absolute right to use his name in connection therewith. For a

time he acted as president, and turned over to the corporation all letters addressed to him except those which were strictly private. Subsequently, he was deposed as president, and a dispute arose as to who had the right to receive and open letters addressed to him. *Held*, that a referee should be appointed to receive, open and read all letters addressed to the physician, to ascertain from their contents their true destination, and to distribute accordingly.

The success of the business was due to the system of advertising, of which these patients' letters were a part. Said system was continued by the corporation with the full knowledge, consent and advice of the defendant. Plaintiff corporation is entitled to all letters which clearly refer to the business of the corporation, although addressed to Dr. David Kennedy. The appointment of a referee to determine whether the letters referred to the business of the corporation, or were private letters belonging to Dr. Kennedy, settled the question in controversy in an unusual, perhaps, but certainly a very equitable manner.

UNITED STATES—ACTIONS AGAINST—JURISDICTION TO ENTERTAIN CROSS LIBEL IN ADMIRALTY.—BOWKER V. UNITED STATES, 105 Fed. 398.—A government boat collided with a private schooner. A libel was filed against the owner of the latter, who thereupon filed a cross libel. Citation was issued against the United States Attorney. This was resisted. *Held*, that cross libel could not be maintained.

It is conceded that the United States as a sovereign authority cannot lawfully be sued without its consent. *Schillinger* v. *U. S.*, 155 U. S. 166. The present decision, however, is directly antagonistic to *The Nuestra Senora de Regila*, 108 U. S. 92, and *The Siren*, 7 Wall. 152, where it was held that a claim for damages can *exist* against a vessel of the United States, and that this claim can be *enforced* as soon as the United States by affirmative action becomes subject to the jurisdiction of the court. In *Pt. Royal and A. R. R.* v. *State of South Carolina*, 60 Fed. 552, it was there decided that when a State voluntarily comes into court her standing before the court is that of an individual, and a cross bill against her will be sustained if it contains matter relevant to the original bill.

UNIVERSITIES—USE OF NAME—INJUNCTION.—COMMONWEALTH V. BANKS, 48 Atl. Rep. 277 (Pa.).—Where a business college was denominated "University of Philadelphia," thereby causing itself to be mistaken for the University of Pennsylvania, *held*, an injunction will lie against the use of the name.

This case shows a marked extension of the border line between names held apt and not apt to deceive the public. *Potter* v. *McPherson*, 21 Hun. 559, gives the decision support; but in the light of *Snowden* v. *Noah*, 14 Am. Dec. 547, and *Foster* v. *Webster, etc., Co.*, 13 N. Y. Supp. 338, it seems an encroachment upon the field of cases not apt to deceive.

WILLS—REVIVAL—INTENT.—IN RE GOULD'S WILL, 47 Atl. 1082 (Vt.).—Gould in 1880 made his will and gave it to his son to keep. In 1896 he made a second will, revoking the former. Later, he burned the second in son's presence, remarking that he wanted the first will "to go exactly as it says." *Held*, the first will revived.

The authorities differ as to whether the prior will is revived by the mere act of destroying the revoking will. *Scott* v. *Fink*, 45 Mich. 241, and others, hold that republication is necessary for revival. *Randall* v. *Beatty*, 31 N. J. Eq. 643, sets forth the contrary opinion. The court here followed the ruling of *Pickens* v. *Davis*, 134 Mass. 252, that the intent at the time of the destruction of the revoking will governs.